

United States and
Foreign Patents

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Offices, 913 F St., Washington, D. C.

1904

Read the article explaining the purpose of several
important amendments to the law, which
have recently gone into effect.

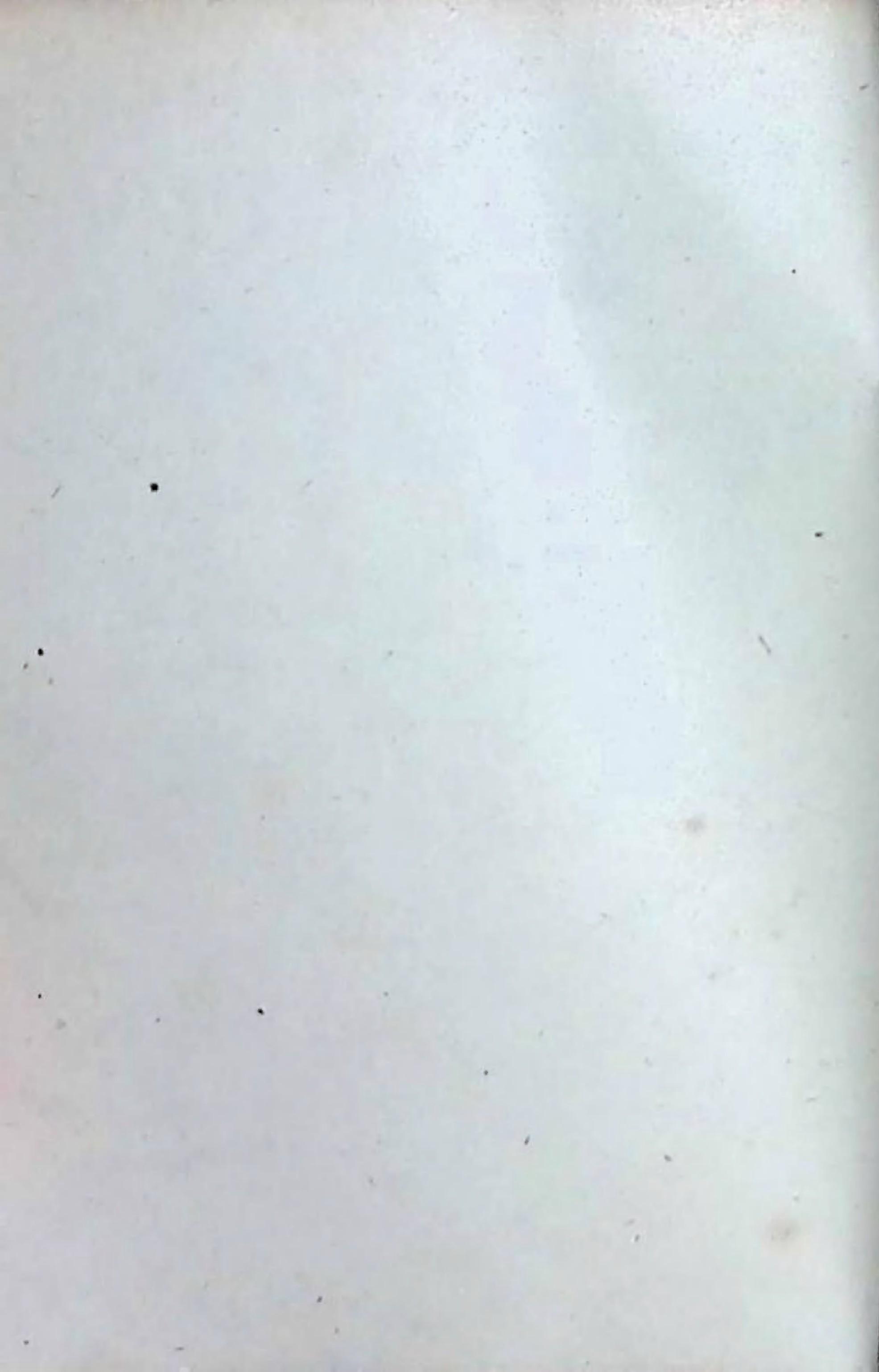


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UNITED STATES PATENT OFFICE.

WASHINGTON, D. C.,

December 11th, 1875.

MY DEAR SIR: I receive with regret your resignation as Principal Examiner, to take effect on the 15th of January, 1876.

You have most faithfully and satisfactorily discharged the duties of your office, and I regret that the salary of Examiner is not such as to induce gentlemen of talent like yourself to remain. But you have my best wishes for your success in the practice of your profession, and if you shall be as faithful and obedient towards your clients as you have been to this office, that success is assured.

Very respectfully, &c.,

R. M. DUELL,
Commissioner of Patents.

H. A. SEYMOUR, Esq.

CLEVELAND, OHIO,

December 20th, 1875.

DEAR SIR: I have had several occasions to call on H. A. Seymour, Esq., late Principal Examiner in the Patent Office, to make examinations and give opinions as to the validity and scope of patents, and in every case I have found him remarkably accurate, thorough, and careful. His thorough knowledge of Patent Law, his extensive acquaintance, both practical and theoretical, with the mechanic arts, his long and varied experience in the Examining Corps of the Patent Office, and his well-known integrity and reliability, thoroughly fit him for the profession he has chosen, and I think must make him successful.

Very respectfully,

M. D. LEGGETT,

Late Commissioner of Patents.

Amendments to the Law.

Section 4886, as amended, reads as follows:

"Section 4886. Any person who has invented or discovered any new and useful art, machine, manufacture or composition of matter, or any new and useful improvements thereof, not known or used by others in this country, before his invention or discovery thereof, and not patented or described in any printed publication in this or any foreign country, before his invention or discovery thereof, *or more than two years prior to his application*, and not in public use or on sale in this country for more than two years prior to his application, unless the same is proved to have been abandoned, may, upon payment of the fees required by law, and other due proceeding had, obtain a patent therefor."

We have italicized the effective amendatory words of this section in order to facilitate an explanation of the effect of the amendment.

Under the old law an application, filed several years after the invention had been published here or abroad, either by the applicant or others, or patented here or abroad by others, was prosecuted to a patent by the production of proofs that the invention was actually made by the applicant prior to the date of such prior publication or patent, provided, of course, the invention had not been in public use or on sale in this country more than two years prior to the date of such application. The law worked great hardship and injustice in many cases, because it enabled those who had slept on their rights for more than two years, and until others by their enterprise and energy had made the invention valuable and a commercial success, to then come forward and file an application and obtain a patent covering and subordinating an invention which others had developed and made valuable to the world and to themselves. Under the law as amended, an inventor forfeits his rights to a patent unless he files an application within two years after the invention has been patented here or abroad, and within two years from the time the invention has been published in a printed publication, anywhere and by anyone.

Section 4887, as amended March 3, 1903, reads as follows:

"Section 4887. No person otherwise entitled thereto shall be debarred from receiving a patent for his invention or discovery, nor shall any patent be declared invalid by reason of its having been first patented or caused to be patented by the inventor or his legal representatives or assigns in a foreign country, unless the applica-

AMENDMENTS TO THE LAW.

tion for said foreign patent was filed more than twelve months, in cases within the provisions of section forty-eight hundred and eighty-six of the Revised Statutes, and four months in cases of designs, prior to the filing of the application in this country, in which case no patent shall be granted in this country.

"An application for patent for an invention or discovery or for a design filed in this country by any person who has previously regularly filed an application for a patent for the same invention, discovery, or design in a foreign country which, by treaty, convention, or law, affords similar privileges to citizens of the United States shall have the same force and effect as the same application would have if filed in this country on the date on which the application for patent for the same invention, discovery, or design was first filed in such foreign country, provided the application in this country is filed within twelve months in cases within the provisions of section forty-eight hundred and eighty-six of the Revised Statutes, and within four months in cases of designs, from the earliest date on which any such foreign application was filed. But no patent shall be granted on an application for patent for an invention or discovery or a design which had been patented or described in a printed publication in this or any foreign country more than two years before the date of the actual filing of the application in this country, or which had been in public use or on sale in this country for more than two years prior to such filing."

Under the old law, a foreign patentee could obtain a patent in this country at any time during the life of his foreign patent, provided his invention had not been in public use or on sale in this country for more than two years prior to the filing of his application. In many instances old and forgotten foreign patents were unearthed and purchased to give support to applications in this country, for the purpose of obtaining patents covering and dominating important inventions subsequently made and developed here. Under the new law, a foreigner who has obtained a mechanical or design patent abroad can not thereafter obtain patents for the same inventions in this country, provided the application on which his foreign mechanical patent was granted was filed more than twelve months prior to the filing of his United States application, and provided the application on which his foreign design patent was granted was filed more than four months prior to the filing of his United States design application. This will put a stop to the buying up of old foreign patents for the purpose of obtaining United States patents on the same inventions.

Again, under the old law, every U. S. patent granted for an invention previously patented abroad—either to an American or foreign inventor—expired with the expiration of the foreign

patent that had the shortest term to run. The law worked incalculable injury to American inventors, because a large number of valuable U. S. patents were declared void, or their terms were so curtailed as to render them of little or of no value, simply because foreign patents were issued prior to the issuance of the U. S. patents. In all such cases the United States applications were filed first, but owing to the delay attending their prosecution, which in many cases was unavoidable, owing to interference proceedings, foreign patents were granted prior to the issuance of the U. S. patents. To obviate the prior grant of foreign patents, it became customary to prepare and forward applications for foreign patents to the agents abroad, with instructions to delay filing them until the United States application had been allowed and the final fee paid, when, and not until then, the date the U. S. patent would bear, could be ascertained. The foreign agents were then notified by mail or cable to arrange for filing all of the foreign applications on a certain date, which was the date the U. S. patent would issue. In view of the fact that foreign patents are antedated and bear dates as of the day their applications are filed abroad, all of the patents, the United States and foreign, would bear the same date, and hence when so taken out the U. S. patent would run its full term. But it was found difficult, and sometimes impossible, to carry out this mode of procedure, owing to the delays and contingencies attending the prosecution of applications in this country.

Under the new law, all of the difficulties and dangers above noted are obviated. An American inventor after having filed his United States application, may then at any time prior to the grant of his U. S. patent proceed and file his foreign applications, and although the foreign patents may antedate his U. S. patent, the term or the validity of the latter will in nowise be affected or impaired. Hence this section of law, as amended, will operate greatly to the advantage of American inventors.

Section 4894, as amended, reads as follows:

"Section 4894. All applications for patents shall be completed and prepared for examination within one year after the filing of the application, and in default thereof, or upon failure of the applicant to prosecute the same within one year after any action therein, of which notice shall have been given to the applicant, they shall be regarded as abandoned by the parties thereto, unless it be shown to the satisfaction of the Commissioner of Patents that such delay was unavoidable."

Under the old law, applicants were allowed two years during which to complete their applications for examination, and were also allowed two years after action had been taken upon their applications during which to file an amendment or an appeal. Many abuses grew up under this law. Applications were purposely delayed in their prosecution and were amended from time to time to keep pace with the development of the art to which they related, with the result that, after the lapse of many years, patents were procured with claims skillfully worded to cover important improvements that had been made long subsequent to the filing of such applications. Under the new law, the time is limited to one year during which to complete an application or take action therein. This will operate to materially expedite the prosecution of applications and thus speed the issuance of patents.

Section 4898, is amended by adding the following sentence:

"If any such assignment, grant, or conveyance of any patent shall be acknowledged before any notary public of the several States or Territories or the District of Columbia, or any Commissioner of the United States Circuit Court, or before any secretary of legation or consular officer authorized to administer oaths or perform notarial acts under section seventeen hundred and fifty of the Revised Statutes, the certificate of such acknowledgment, under the hand and official seal of such notary or other officer, shall be *prima facie* evidence of the execution of such assignment, grant, or conveyance."

In the trial of patent causes, it has been the practice for more than fifty years for the complainant to prove title to the patent

sued on by introducing in evidence a Patent Office certified copy of the assignment, and the courts have held that such certified copy is *prima facie* proof of the execution and genuineness of the instrument and transfer. In the case of Mayor, etc., of the City of New York *v.* American Cable Railway Co., decided by the Circuit Court of Appeals for the Second Circuit—April 18, 1894 (60 Fed. Rep., 1016), it was held that there was no warrant in law for this long-established rule and practice, and that a Patent Office certified copy of an assignment is not *prima facie* proof of the execution or genuineness of the instrument. The same conclusions are also supported in the opinion of Circuit Court of Appeals for the First Circuit in the case of Paine *v.* Frack, 56 Fed. Rep., 233. On the other hand, in a later decision rendered by the Circuit Court of Appeals for the Seventh Circuit in the case of Standard Elevator Co. *v.* Crane Elevator Co., 76 Fed. Rep., 767, the conclusions of the Circuit Courts for the First and Second Circuits on the point in question were disapproved, the court holding that a Patent Office certified copy of an assignment is *prima facie* proof that an original assignment was made in terms as shown by the certified copy, and is *prima facie* proof of title in the assignee. We are thus confronted by conflicting opinions, which are the law of the Circuits in which they are rendered, while we are left in doubt as to what will be the conclusions of the remaining Circuits in which the question has not as yet been raised. In Circuits which hold that certified copies are not *prima facie* proof of title, the complainants in many cases will be put to great trouble and expense in proving title, because of the difficulty of proving title by the original instrument, owing to the loss of the original assignment or the death or absence of the assignor or the subscribing witnesses, or for other reasons.

Under the amendment to section 4898 an assignment, if acknowledged before a notary public or other officer named, is proved by a certificate of such acknowledgment, and hence, as a safe and precautionary measure, I would advise that all as-

signments, grants, or conveyances of any interest in a patent be acknowledged before a notary public.

Section 4921 is amended by adding to it the following sentence:

"But in any suit or action brought for the infringement of any patent there shall be no recovery of profits or damages for any infringement committed more than six years before the filing of the bill of complaint or the issuing of the writ in such suit or action, and this provision shall apply to existing causes of action."

The question as to whether or not the statutes of limitations of the several States apply to actions at law for the infringement of patents has arisen in many cases, and the courts were about evenly divided on the question. The point came up before the Supreme Court for the first time in the case of *Campbell v. Carrington* (155 U. S. Rep., 610), January 7, 1895, wherein it was held that the statutes of limitations of the several States apply to actions at law for the infringements of patents. Under the amendment to section 4921 there is enacted a statute of limitations which applies to both suits in equity and actions at law, brought in every portion of the United States and Territories thereof. The effect of this amendment will be to prevent patentees from sleeping on their rights, as by so doing they forfeit all claims for damages or profits that may have accrued to them more than six years prior to commencing proceedings for enforcing their patent.

Section 4929, as amended May 9, 1902, reads as follows:

"Section 4929. Any person who has invented any new, original, and ornamental design for an article of manufacture, not known or used by others in this country before his invention thereof, and not patented or described in any printed publication in this or any foreign country before his invention thereof, or more than two years prior to his application, and not in public use or on sale in this country for more than two years prior to his application, unless the same is proved to have been abandoned, may, upon payment of the fees required by law and other due proceedings had, the same as in cases of invention or discoveries covered by section forty-eight hundred and eighty-six, obtain a patent therefor."

The object and effect of this amendment is explained in a subsequent article on Design Patents.

Letters Patents for Inventors

LE granted for the purpose of stimulating and encouraging improvements in the industrial arts. Patents are in the nature of contracts between the public and inventors, the consideration being fixed by statute. The Government requires the following consideration in every case: *First*, that an applicant for a patent shall disclose a new and useful improvement of which he is the first and original inventor. *Second*, that the invention has not been patented or disclosed in any printed publication in this or any foreign country prior to the date of his invention, *and, with respect to all applications filed on and after January 1, 1898, not patented or described in any printed publication more than two years prior to the filing of any such application.* *Third*, that the invention has not been in public use or on sale in this country more than two years prior to his application for a patent. *Fourth*, that the invention has not been abandoned or dedicated to the public. *Fifth*, that the improvement shall be described in the specification and drawings, in such clear and exact terms as will enable any one skilled in the art to which the invention pertains to practice the invention; and *sixth*, that the invention shall be pointed out in the claims in such manner as to clearly distinguish it from the prior state of the art. The consideration flowing from the Government or public is the grant of a patent securing to the inventor and patentee the exclusive right, throughout every portion of the United States and Territories thereof, to make, use, and sell the patented improvement for the term of seventeen years.

Although a patent has been granted and is presumptively valid, yet should it be found that any essential provision of law requisite to a valid grant has not been complied with, the U.S. Statutes contain provisions for setting aside and annulling the patent. Hence it is important to every inventor that his contract or patent be skillfully and accurately drafted; that the specification and drawings clearly and correctly disclose the invention; that the claims cover and protect not only the particular construction shown and described, but also every substantial equivalent thereof, in order that the patent may afford the inventor complete and effectual protection for his invention throughout the full term of seventeen years.

THE PREPARATION OF THE SPECIFICATION, DRAWINGS, AND CLAIMS OF A PATENT.

The following are among the several important requirements that should be complied with in the preparation and prosecution of an application for a patent in order that the public may be fully apprised of the nature and character of the invention and scope of the patent, and thereby be restrained from infringing the rights of the patentee, and also that the courts may be enabled to properly construe the claims of the patent and accord its owner protection commensurate with the scope of the invention.

THE SPECIFICATION.

First. *The prior state of the art* should be recognized in the specification by a concise statement setting forth in general language the progress or results previously accomplished in the same direction or line of improvements, and in what respects such prior inventions or efforts have proved inefficient, or impracticable, or failures.

Second. *The object of the invention* should then be set forth in concise language. In setting forth the *object of the invention*, mention may be made of cheapness, durability, and simplicity

of construction, increased efficiency in operation, improved results of obviating the objectionable or defective features of construction or faulty operation of prior inventions belonging to the same class of improvements as that disclosed in the application.

Third. A statement of the invention should then be made. This statement should concisely, but with absolute accuracy, define the essential or salient features of the invention. It should not assert for the invention a broader scope than the patentee would be entitled to cover; and on the other hand, it should not be unduly restricted by including therein non-essential elements or features of the improvement. In construing the claims of a patent the courts are desirous of knowing just what the patentee considers as being the *gist* of his invention, and it is the office of the statement of invention to afford this information. It will be obvious that much care in the selection and use of suitable terms to accurately define the scope of the invention should be exercised in the drafting of this portion of the specification.

Fourth. A description of the improvement then follows in the order of arrangement.

Section 4888 of the Revised Statutes enacts as follows:

"Before any inventor or discoverer shall receive a patent for his invention or discovery, he shall make application therefor in writing to the Commissioner of Patents, and shall file in the Patent Office a written description of the same, *and of the manner and process of making, constructing, compounding, and using it in such full, clear, and concise terms as to enable any person skilled in the art or science to which it appertains, or with which it is most nearly connected, to make, construct, compound and use the same;* and in case of a machine, he shall explain the principle thereof, and the best mode in which he has contemplated applying that principle, so as to distinguish it from other inventions; and *he shall particularly point out and distinctly claim the part, improvement, or combination which he claims as his invention or discovery;* and said specification and claim shall be signed by the inventor and attested by two witnesses."

This portion of the specification requires for its proper preparation a thorough familiarity with the particular art or class to which the invention relates, in order that the different parts or elements of the improvement may be designated by their proper technical terms, and that the construction and function of parts and the mode of operation of the device or machine shall be clearly understood by persons skilled in the art to which the invention pertains. The extensive records of the Patent Office afford full and ample information concerning the prior state of the art in every class of improvements. These records comprise all of the U. S. patents that have been granted to date, nearly 600,000 in number, which patents are subdivided into a large number of special classes so as to facilitate examinations and investigations. The Patent Office records also comprise copies of patents granted in the leading foreign countries, and also a vast library of U. S. and foreign scientific publications. As a preliminary step in the drafting of every specification, whether it relates to a simple device or a complicated machine or apparatus, the attorney should thoroughly investigate and familiarize himself with the prior art in the class of inventions under consideration, as disclosed by the records of the Patent Office, in order that he may be enabled to give a *full, clear, and concise* description of the new invention, as required by the law, and also that he may describe it in such *exact terms* as will enable any person skilled in the art to which the invention pertains to practice it by the aid of the specification and drawings.

In the following cases it is held that to render compliance with the law "the description in a patent must be so full and plain that a fairly competent workman in the art could take it, and, exercising the then existing knowledge of the trade, follow it out, and by it, without invention or addition, construct an operative machine containing the parts mentioned in combination. If it requires experiment and invention to make and use the matter described, the patent is invalid." (McFarlane

v. Price, 1 Stark, 158; Turner v. Winter, 1 D. and E., 602; Kind v. Arkwright, 1 Webs. Pat. Cases, 64; Curtis on Patents, Sec. 225; Evans v. Eaton, 7 Wheat., 356; Sullivan v. Redfield, 1 Paine, 441.)

There is another and most important reason why an attorney should thoroughly investigate the prior art before preparing the descriptive portion of the specification. By so doing he informs himself in just what respects and particulars the new invention differs in its construction or mode of operation from the prior inventions in the same class, and can utilize this information to the very best advantage possible by giving special stress and prominence in the specification to such novel and distinguishing features of construction or improvement, and thus lay a good foundation for the claims of the patent. An application thus prepared presents and commends the invention described and claimed therein to the Examiner of the Patent Office in a much more favorable light and with far better chances of success than is the case with applications prepared by attorneys unfamiliar with the prior state of the art, and who, owing to their lack of such information, have failed to give any prominence to the novel and salient features of the invention, but have so inextricably mixed the new and the old that the Examiner is unable to discover anything of patentable novelty in the application.

Fifth. Modifications of the Invention, and which are the substantial equivalents of the improvement in question, may be, and often should be, included in the specification and drawings of the patent. It is of course impossible for an inventor, at the very outset, to foretell with absolute certainty the very best manner or form in which his invention may be embodied in a working machine or apparatus, and it is his privilege and right to incorporate in his patent equivalent forms of his invention. However, in certain cases it is policy not to show and describe certain modifications of the invention, for the following reason: The rule with respect to modifications is this—The Inventor may show and describe in his application or

THE CLAIMS.

many legitimate modifications of his invention as can be covered by a single broad claim to which he is entitled to make. In addition to the broad claim, he is entitled to as many specific claims as he may make in any one specific embodiment of his invention, but he can not make specific claims on each modification. Subsequent developments might establish the fact that the broad claim of the patent is invalid, and in such case, the patentee would be left without any protection for the different modifications, because the fact of their being shown and described in the patent bars the inventor from securing protection for them by subsequent patents. However, much skill, experience, and good judgment must be exercised by an attorney in determining as to just what modification should be shown and described in a patent, and as to those that should be excluded therefrom and reserved for separate patents.

THE CLAIMS.

The actual value of a patent is measured by the character of the claims. A patent disclosing a most meritorious and valuable invention may be practically worthless by reason of its narrow and restricted claims, and, on the other hand, a patent disclosing an invention of little practical value in the form shown and described in the patent, may be of enormous value by reason of its broad and comprehensive claims. The Bell telephone patent is a prominent example of the last-mentioned class. At one time the impression prevailed to a great extent that the essential thing to insure protection was a patent of some kind, and little attention was given to the claims, but the manufacturing public has now been educated to understand that the vital and all-important part of a patent is its claims. Little or no respect is now paid to a patent with narrow and restricted claims. The owner can not dispose of it; neither can he enforce it against flagrant infringers of the real invention of the patent. But if the invention is valuable and well-covered and protected by strong and properly-worded claims, the patent is not only respected, but is readily endorsed by manufac-

turers, their consulting counsel, and meets with prompt sale and adoption. If applications for patents were properly prepared and prosecuted at the outset, it would greatly decrease patent litigation, because the rights of the inventors would stand out in such clear and unmistakable language in the claims of their patents that rival parties and would-be infringers would not dare or dare trench upon or invade the protected territory of the patentee. Infringers rarely, if ever, copy a patented device, but make such alterations in form and construction as will enable them to attain the same result as the patentee without infringing the terms of his claims. When a patentee learns that his claims are so loosely worded that infringers can and are driving through them with impunity, the only resource left him is to surrender his patent and obtain a reissue with broader and more substantial claims. But by many recent decisions of the courts, the rule is now firmly established that *it is only in exceptional cases that the original patent can be corrected by a re-issue.* The exceptional cases will be referred to in a subsequent paragraph devoted to Reissues. However, it is a great misfortune to be obliged to reissue a patent, even though it can be done, and this is true for several reasons. It costs but a little, if any, more to secure a good patent at the outset than a poor one, and hence, if applications are entrusted to skilled and competent attorneys in the first instance, no necessity will thereafter arise for the extra expense and delay incurred in procuring a reissue. Again, when a patented invention is valuable, infringements are liable to follow in the wake of the patentee, and should suit be brought on an original patent, even after the lapse of several years, *the patentee is entitled to collect all damages or profits that have accrued from the date of his original patent.* But if it is found that, by reason of the defective preparation and prosecution of the original patent, a reissue must be obtained in order to maintain a suit, *the patentee is obliged to relinquish all claims for damages or profits that have accrued prior to the date of his reissue.*

DRAFTING CLAIMS.**DRAFTING CLAIMS.**

Before it is possible to properly draft the claims for an application for a patent it is imperatively necessary to know just what has been done by others in the same line of inventions, and, as stated with respect to the drafting of the specification, this information can be had only by a thorough research through the records of the Patent Office. After the attorney has familiarized himself with the prior art, he can then clearly point out and distinguish in the claims the invention from prior inventions in the same class of improvements. Great skill and care must be exercised in drafting the claims, so that they will be interpreted and construed by the courts in such manner as to be sustained and fully protect the inventor. This requires a thorough knowledge of court decisions and of Patent Office practices. The claims must not be *functional* or cover a *result* merely, and they must not be for mere *aggregations* of parts. They must not be worded in such general language as to be anticipated in terms by a prior invention; and, on the other hand, they must not be so restricted as to but partially cover the invention of the applicant.

REASONS FOR SECURING A NUMBER OF CLAIMS.

The question is often asked, if a single broad claim covers and protects the invention, why should more than one claim be secured in a patent?

The following are among the reasons that induce attorneys to secure a number of claims in addition to the broad claim:

Should a suit be instituted on a patent containing but a single broad claim, and the defendant should succeed in unearthing an anticipation of the broad and general terms of the claim, the patent would be declared invalid and the complainant would of course fail in his suit; but if, in addition to the broad claim, the patent contained a number of claims, graduated in scope and of less scope than the broad claim, the defendant might

be unable to anticipate the more restricted claims, so that the patent might be sustained broadly enough to warrant the court in enjoining the defendant and compelling him to account for his infringement.

The better practice is to draft as many claims as are necessary to cover the invention, not only broadly, but specifically, as well, and to graduate the scope of the claims by slight restrictions from the broad claim downwardly to the narrowest claim. It costs the patentee no more to secure a dozen claims than it does to secure one. If a single one of the claims does in fact effectually protect his invention, the remaining claims can not injure his patent; but if, after it is too late to correct his patent, he finds that a single claim does not protect him, he may have reason to thank his attorney for his perseverance in securing a number of claims, some of which afford the desired protection.

THE USE OF LETTERS OF REFERENCE OR OF WORDS OF RESTRICTION SHOULD NEVER BE MADE IN A CLAIM IF POSSIBLE TO AVOID IT.

While it has been the universal doctrine of the courts that the claims of a patent are entitled to a liberal construction and will cover any and all substantial equivalents of the invention pointed out in the claim, decisions have accumulated very rapidly during the last few years which hold that where a claim is limited by plain and unmistakable language to a specific construction of device or combination of parts the patentee is bound by such limitations and is not entitled to dominate or cover structures which are outside of the plain language of his claim. Hence, to avoid the danger of having any unnecessary limitations placed upon the claim, the safer plan is to avoid the use of letters of reference therein and also to employ words of description which are sufficiently broad and general in their meaning and definition to cover and include not only the particular construction of devices shown and described in the patent, but all substantial equivalents as well.

COMBINATION CLAIMS.

Nearly all of the patents that are now being granted are based on *Combination Claims*; but, owing to the fact that a large number of such patents have been found to be practically worthless, capitalists and patentees view such patents with much suspicion, and hesitate in embarking in an enterprise based on the protection afforded by a *Combination Patent*. The evil existing in this class of patents has its source not in the form of the claim, not because of the combination claims, but in the character and scope of the claim, because the most valuable patents in existence are dependent for their value on combination claims.

A combination claim is not infringed unless all of the elements specified in the claim, or their mechanical equivalents, are combined and arranged in substantially the same way and adapted to produce substantially the same result. Hence, the greater the number of elements specified in the claim the easier it will be to avoid it. A combination claim consisting of six elements can be evaded much easier than one comprising but three elements. Again, a combination claim consisting of several elements, each limited to a specific form or construction, is more easily evaded than a claim in which the parts are referred to generally instead of specifically. For these reasons an attorney in drafting combination claims should first ascertain just what parts of the machine or device are its controlling or salient features and indispensable to its operation. He should then draft a claim and cover broadly a combination consisting of the least number of the prominent and important elements of the machine that can possibly be selected which will comprise a legitimate combination of parts. Having done this, the attorney should then endeavor to picture to himself some other combination of parts which would accomplish the same result and still evade the claim. Should an alternative combination occur to him, he should then revise the wording of his claim and employ terms of such scope in meaning that

claim will cover not only the combination of parts shown described, but other and equivalent combinations as well. same course should be pursued in drafting the remaining claims of the application. By giving each case full and careful consideration and preparing the claims in the manner specified, the invention can be securely protected by combination claims.

A patentee may limit his claim in his specification to one particular form of machine, and exclude all others. In such a case he is limited *only to the particular form claimed*. The patent law was intended to secure to the inventor his whole invention or discovery, *not unless he claimed to be secured in the whole. If he claims only part, such part is only secured to him.*" (American Pin Co. v. Oak-Che Pin Co., 3 Blatchf., 193.)

PROCESS OR METHOD CLAIMS.

here is a class of inventions in which the means employed carrying the inventions into effect are of comparatively little importance. In fact, there are many cases in which it would be impossible to cover and protect the invention by claims on the machine, or apparatus, or devices resorted to in practicing the invention, and this is owing to the fact that the discovery and invention consists in a new method rather than in any particular means for accomplishing a certain result. In view of the fact that claims to a process or method, and the apparatus or the means for carrying the method into effect can in all cases be included in the same application or patent, the attorney must be capable of determining at the outset whether his client's interests will be best protected by a method or machine patent, and act accordingly in the preparation of the application.

DRAWINGS.

The value and even the validity of a patent often depends on the character, clearness, and sufficiency of its drawings. There are thousands of existing patents in which the improvements are partially or very poorly illustrated, and when an attempt is made to dispose of such patents the vagueness, defects, and

Inaccuracies of the drawings often prejudice capitalists and manufacturers against the invention, which, in fact, may have applicant. As an expert in his field, he would have decided merit and value, and would have met with ready acceptance upon an application. Had the drawings of the patent portrayed the invention in a skillful and artistic manner. Again, when patents of this kind are brought into court, the uncertainty and ambiguity of the drawings often enable the opposing experts to mystify judges as to the construction, relative arrangement, and combination of parts which were actually intended to be covered and protected by the patentee. In all cases intrusted to me, drawings are made under my personal supervision by a skillful draftsman in my constant employ, and every precaution is taken that the inventions are fully and clearly shown by different views, so as to be readily understood by the Examiner at the Patent Office and comprehended by the public when the patent is granted.

MODELS.

Under the present practice of the Patent Office models do not be furnished unless specially called for by the Commissioner of Patents. But this requirement is rarely ever made. Whenever a model is demanded by the Patent Office a working model is preferable, as it serves to impart a better idea of understanding of the invention than can be gained if it be a mere and imperfect in construction. A working model also serves to advertise the improvement to the large number of visitors constantly passing through the Model Galleries of the Patent Office. The model must not exceed twelve inches either way to comply with the rule of the Patent Office.

PROSECUTION OF AN APPLICATION IN THE PATENT OFFICE.

An application prepared and executed in due form when filed in the Patent Office has recorded thereon the date of filing, which date, for the purposes of a contest with any other application, is the presumptive or record date of invention by

PROS

The application charge of the particular party must take its turn in filing, the rule being that the case be examined out of order. The case is taken up for examination whether or not it is prepared, and secondly, the invention is described in the case present and the application is called upon to answer the question of division. The Commissioner in person, but not necessarily in each case until the question of classification and drawing is decided, proceeds to investigate the invention. Should no claims, or any of them, be found to be patentable, and the patent grant fee of twenty dollars be paid, the patent or publication notice will be issued, which, in his opinion, is a complete invention, and reasons or citations given. The letter of rejection is sent to the applicant in case.

The fate of the application depends on the work done. An incompetent or a claimant who has filed

Early record date often confers a great advantage in an interference proceeding, it is the duty to delay the preparation and filing of an invention has once been completed.

is then assigned to the Examiner having a particular class to which the invention relates, and for examination with others in the order of; rigidly enforced that no application will be regular order. The Examiner in due time examination, his first duty being to determine if the papers and drawings are properly prepared, to ascertain whether more than a single invention is claimed in the application. Should he claim two or more inventions a division is called for. From the Examiner's decision on the division an appeal may be taken to the Commissioner, no action will be made on the merits of the division until the question of division is settled. Provided the specimens are properly prepared and the application claims only a single invention, the Examiner compares the prior art to test the novelty of the invention, to references be found that anticipate the invention, the application is immediately allowed subject to the payment of the final Government fee.

Should the Examiner discover a prior art reference—one or more—either American or foreign, which anticipates any or all of the claims or the invention, he proceeds to reject the case, giving his reasons upon which each claim is refused, and the rejection forwarded to the attorney in charge of the case.

The attorney or the value of the patent, if granted, is informed of the attorney at this stage of the case. An dishonest attorney will often cancel all claims rejected by the Examiner and let the case stand.

go to allowance on some meagre and limited claims, and have escaped the rejection, or, in the event that all the original claims are rejected, will substitute a single narrow claim which anticipates the original claims, and in this way obtain an allowance. This practice results in a worthless patent, but insures the attorney a fee provided it is contingent on success. In other cases the references of rejection simply anticipate the claim and not the real invention, and, in this case, the attorney should simply change the wording of the claim without limiting its scope in the least, and in this manner give full protection for the invention as would have been accomplished by the claims originally filed. Should the attorney actually anticipate the claim, then it becomes necessary to draft and restrict it; but great care should be exercised in doing so as to avoid placing any unnecessary limitation on the claim. It should be drawn down in scope barely sufficient to avoid the references, and yet a whit more, and thus save everything possible of the invention that can be protected by a patent. On the other hand, if the attorney conclude that the references cited do not anticipate the spirit or terms of the claims, he should change or amend them, but take prompt measures to inform the Examiner of his client's right to their allowance.

This can be best accomplished by a personal conference with the Examiner, with the application and references in hand. The attorney and Examiner can and should reach an agreement more promptly and more satisfactorily than is possible to be accomplished by a correspondence by writing. The attorney can explain to the Examiner why the references do not meet the invention and how the invention set forth the particulars wherein the invention is better in its construction or arrangement or in its operation than the references, and can meet the Examiner's views with respect to any slight change in the claims. Notwithstanding the advantage of personal conference in prosecuting an application for a patent (as

attorneys may secure such interviews, non-resident attorneys can not afford to make a special trip to Washington in an ordinary case for such purpose), it is not infrequently the case that in lieu of a large number of amendments and interviews are required in a case before an attorney can secure an allowance of the claims that are necessary to thoroughly protect the invention. In many cases, and perhaps in a majority of cases, more time, labor, and skill are required in the proper prosecution of an application than are expended in its preparation.

It is a dangerous thing to cancel a claim in an original application without substituting another claim therefor, provided, of course, the claim is not fully and squarely anticipated by a prior patent; and this is true for the following reason: Should suit be brought on a patent, and it be established that in the prosecution of the application a broad claim which would have clearly and fully covered defendant's device was canceled by the attorney, and the patent allowed to issue on claims so restricted in terms as to require a most liberal interpretation by the courts in order to cause it to cover the defendant, the courts would hold that the inventor in such case can not recover, as he abandoned his claim to such broad invention by erasing the claim thereto while the case was pending in the Patent Office.

Again, it is dangerous to cancel a claim to which the inventor

is fairly entitled, because the original patent can not be reissued and the canceled claim reinstated in the reissue. In such cases spread before the courts hold that the inventor is bound by the act of his attorney, and if, through a mistake in judgment or the incompetency of the attorney, a claim was wrongfully and unnecessarily canceled in the prosecution of the original application, the inventor just where he can not secure such claim by way of a reissue.

APPEALS.

After having exhausted all other resources without convincing the Examiner that the invention is patentable in view of the wording of the prior art, the applicant may take an appeal to the Board of Appeals, and although al-

Examiners-in Chief. While it is not necessary in the majority of cases to resort to an appeal, it is in some cases, and when it is required the attorney should prepare and file an argument in support of his appeal, and should put in an appearance on the day of hearing, and present an oral argument on behalf of his client. An attorney residing at Washington can present his case, by an oral argument, with little or no additional expense to his client, and with the same advantages as accrue from personal interviews with the Examiner. It affords the attorney opportunity to fully and freely discuss every point involved, and to meet every objection that may be raised by any of the members of the Board of Appeals. It rarely happens that it is necessary, in *ex parte* appeals, provided the case presents no merit whatever, to carry the case beyond the Board. However, it is sometimes necessary to carry the case up on appeal to the Commissioner in person.

INTERFERENCES

Are proceedings instituted by the Patent Office "for the purpose of determining the question of priority of invention between two or more parties claiming substantially the same patentable invention. The fact that one of the parties has already obtained a patent will not prevent an interference; although the Commissioner has no power to cancel a patent, he may grant a patent for the same invention to another person who proves to be the prior inventor." After the preliminary declaration of an interference, each party thereto is required to file a statement under oath, setting forth when he first conceived the invention; first disclosed it to others; first made drawing; first made a model, and first reduced it to practice. In the subsequent taking of testimony each party is bound by the averments made in their preliminary statements, and cannot avail themselves of any proofs that carry the date of their invention prior to the date set up in their preliminary statement. To prepare a correct statement requires an intelligent

ppreciation of the scope and intent of the "issue" involved, and owing to the fact that but few inventors have such information, the safest plan for an inventor is to have a personal interview with an attorney and obtain his assistance in the drafting of a preliminary statement. Under the Rules of Practice, neither party to an interference can inspect the case of his opponent until after the preliminary statements have been opened. Immediately after the statements are opened, the attorney should examine his opponent's application for the purpose of ascertaining for a certainty whether or not the interference has been properly declared; if not, motion should be made at once for a dissolution of the interference. On the other hand, if the interference is well grounded, times are fixed for the taking of testimony. In view of the fact that questions concerning "reduction to practice," "abandonment," "public use," "joint inventorship," and other similar questions are constantly arising in interference proceedings, the testimony should be taken and the interference proceedings conducted by any attorney having a thorough knowledge of and familiarity with Patent Office practice. My fee in interference proceedings is dependent upon the labor and time required in the care and conduct of each particular case.

REISSUES.

During the past few years the courts have adopted a radically new policy and rule in their treatment and disposition of reissue patents. From the time of the enactment of the Patent Laws up to within a comparatively recent date it was the universal practice of the courts to uphold and sustain the claim of a reissue patent (though expanded in scope and made to cover much more territory than the claims of the original patent), provided it could be shown that the inventor was rightfully entitled to the expanded and corrected claims in his original patent, but failed to secure them originally through error of judgment, inadvertence, accident, or mistake on the part of the

inventor, or by reason of some blunder or unskilled work on the part of an incompetent solicitor in the prosecution of the original application, and the right to reissue and secure broader claims was not in anywise abridged by reason of delay in filing the reissue application. When the old and liberal practice of granting reissues prevailed, the inventors were not so particular about the claims of their original patents, because they were assured that they could reissue and correct their patents at any time should it be deemed necessary so to do. But, as stated above, the practice relative to the granting of reissues has been radically changed. Under the present practice claims will not be granted in a reissue for anything and everything that might have been claimed in the original, but only for the invention that was actually *patented* in the original patent. Again, if a claim or claims were cancelled in the prosecution of the original application, such claim or claims can not be incorporated in a reissue. Again, *a reissue will not be granted with claims broader than the claims of the original patent unless the reissue application is filed within two years after the date of the original patent.*

See Swain Turbine & Mfg. Co. v. Ladd, 19 O. G., 62; Miller Co., v. Bridgeport Brass Co.; James v. Campbell, 21 O. G., 2 Kells v. McKenzie, 20 O. G., 163, and Powder Co., v. Powder Works, 98 U. S., 126.

Under the present rulings of the courts patentees will be obliged to abandon the course heretofore adopted by many which consists in securing an original patent regardless of the claims, with the intention of reissuing and perfecting the claim at some future time. It will be clear to every inventor that the only safe course of procedure now is to have the original patent secured with the most perfect claims to be obtained. My advice to those owning patents of comparatively recent date is to submit them without delay to a competent patent attorney for examination as to their scope and strength, and if it is found

that the patent can be strengthened by a reissue, to make application *immediately* for a reissue patent. Parties desiring my services in examining their patents with a view to obtaining a reissue should give me the number and date of their patent and call attention to any particular point or feature which it is desired to strengthen in the claim, and remit \$10, upon receipt of which I will give the matter careful consideration and examination and render a report as to the advisability of filing a reissue application. If the reissue application is proceeded with, the remittance of \$10 will be applied toward the payment of the remaining fees.

REJECTED CASES.

Many valuable and important inventions are now numbered among rejected cases of the Patent Office. Although a case may have been rejected several times, a valid patent can oftentimes be procured by either revising the old application or by filing a new one, provided the invention has not been put in public use or on sale more than two years prior to filing the new application. When rejected cases are intrusted to my care, new specifications and drawings are prepared, the same as if an application had never been filed in the Patent Office. My fees for handling rejected cases are ordinarily the same as for original applications.

CAVEATS.

If an invention is partly completed, and the inventor desires more time to perfect the same, a caveat will prevent a patent from issuing to another party for the same invention within a year from the date of filing the caveat. In my judgment money expended in filing caveats had much better be invested in filing an application for a patent, as, in the great majority of cases, the inventions revealed in caveats are sufficiently advanced to warrant the obtaining of letters patent.

DESIGNS.

Section 4029, Revised Statutes, in force prior to May 9, 1902, provided for the grant of design patents for "any new, *useful*, and original shape or configuration of any article of manufacture." This word "useful" received widely different interpretations by the Courts and by the changing Patent Office Administrations. Some held that it referred only to the appearance of the design, and others that it referred to its mechanical functions as well. Under the latter doctrine design patents were granted for all manner of things; for horse-shoe calks, claw hammers, can openers, plow points, shovels, and innumerable other articles and things which are wholly lacking in beauty or ornamentation, and many of which are entirely concealed from view when in use. When it was found impossible to obtain a mechanical patent, an application would be made for a design patent, and under the law as it stood prior to May 9, 1902, a large number of such patents were granted, all of which are invalid and worthless under the rulings in *Rowe vs. Blodgett*, 103 Fed., 873; 112 Fed., 61; *Eaton vs. Lewis*, 115 Fed., 635; and *Bradley vs. Eccles*, 122 Fed., 871. The section in question was amended May 9, 1902, so as to provide for design patents for "any new, original, and *ornamental* design for any article of manufacture." Under this section as amended, design patents are granted only for ornamental articles, or for purely ornamental features of useful articles.

To obtain a design patent, the applicant should forward me a drawing, sketch, or photograph of his design, on receipt of which I will make an investigation and ascertain whether or not the design is novel and patentable, and in the event it is, I will then proceed and prepare the application.

TRADE-MARKS.

A trade-mark is a sign, symbol, figure, letter, word, or other device to indicate the author or manufacturer of the article to which it is applied. It is a guaranty of the genuineness of an article and serves to guide it from the manufacturer into the hands of the consumer. It protects the manufacturer by

securing to him the fruit of his industry and skill and protects the public against imposition and fraud. Trade-marks often become extremely valuable; they stand sponsor for the genuineness, worth, and merit of an article that has attained an enviable and widespread reputation. Our rapidly widening markets subject our manufacturers to correspondingly widening competition with similar articles made both here and abroad. Hence it is not only advisable, but highly important, that every manufacturer or producer should adopt and register a suitable trade-mark to distinguish his goods from others of a similar character, and thereby protect himself against piracy and fraud. Persons desiring to register a trade-mark should send me a copy of the mark and in the event I should find it a proper word, symbol, or device for a trade-mark, an investigation will be made for the purpose of ascertaining whether or not it has already been registered. In the event of a favorable finding, the application will be prepared and forwarded to the applicant for signature and execution.

LABELS.

Labels for boxes, packages, merchandise, and bottles for all kinds of liquids, medicines, may be registered, provided the labels exhibit artistic or literary merit. Labels must be something more than a trade-mark, and must be registered before publication. Persons desiring to register a label should send me six copies of the label, together with \$11.00, on receipt of which I will at once prepare the necessary papers and forward them for signature and execution.

COPYRIGHTS.

The author, inventor, designer, or proprietor of any book, map, chart, dramatic or musical composition, engraving, cut, print, photograph, painting, drawing, statute, model, or design, may obtain exclusive protection therefor by securing a copy-

right. Those desiring to obtain copyrights should send me the title of the book, print, photograph, or article, or if a copyright is desired for a painting, drawing, statute, or cut, send the intended title and also a brief description, and I will have the title printed and recorded in accordance with law. My charge for obtaining a copyright is \$5. Copyrights are granted for the term of twenty-eight years subject to a renewal for fourteen additional years. To be valid, the title must be recorded and two printed copies of the title deposited in the Library of Congress before the publication of the work.

VALIDITY SEARCHES AND OPINIONS.

Investigations will be made and opinions rendered concerning the validity of a patent, and also whether one patent is an infringement of another. A trustworthy opinion can not be given in any case without making an exhaustive examination of all American and foreign patents pertaining to the class of improvements to which the case under consideration relates. The purpose of such careful search is to ascertain just the scope that may be properly accredited the claim or claims of the patent. If it is found that others have patented machinery adapted to perform the same result, then the later patentee is held to his improved construction, and a more literal interpretation must be given the claims of the patent. On the other hand, if the improvement is strictly new and original with the patentee, his claims are entitled to receive the most liberal construction. The fees charged for an opinion depend on the amount of time and labor expended in making an examination and preparing the opinion.

IN GENERAL.

During my experience of more than twenty-eight years examining, preparing, and prosecuting applications for patents, I have had occasion to familiarize myself with almost every class of inventions, and with the practice of the Patent Office, and believe that such information and experience will be of benefit and value to such as may entrust their cases to my handling. In addition to my practice before the Patent Office, I am also engaged as counsel in different infringement suits in the United States Courts, and being a member of the bar of the Supreme Court of the United States, my services can be retained in patent causes in either the Supreme or Circuit Courts.

COST OF SECURING A PATENT AND HOW TO OBTAIN ONE.

When an inventor desires to secure a patent he should first ascertain whether or not his invention is novel and patentable. This requires an exhaustive search among all prior patents in the class to which the invention relates. My invariable practice is to make a *preliminary examination* in all cases, and hence if the invention is found disclosed in a patent already granted, my client is saved any further expense. Should an inventor desire my services he should send a rough sketch or model (prepaying express charge on a model), and an explanation of his invention, addressed to H. A. SEYMOUR, PATENT ATTORNEY, WASHINGTON, D. C., and enclose, by draft or post-office order or check, five dollars for a preliminary examination. I will then make a careful examination and render a full report as to the result of my search. If the invention is found to be patentable, the fee for the preliminary examination is applied toward the payment of the remaining fees. Hence a preliminary examination costs nothing extra if the invention is found to be novel and patentable, while the inventor is saved any further expense if the invention is found to be anticipated by some prior patent. If the report is favorable and the inventor desires to proceed with an application, he should remit twenty dollars, the balance of the first installment of fees, with his request, on receipt of which the application papers will be prepared and sent to him for his execution. When an inventor is anxious to hasten matters and secure a patent at the earliest moment possible, he may forward his sketch or model and description and twenty-five dollars, the first installment of fees. A preliminary examination will then be made immediately, and if the invention is found to be anticipated by a patent already granted I will return twenty dollars to the inventor and retain five dollars for my services. If, on the other hand, the improvement is found to be novel and patentable, the necessary papers for an application for a patent will be at once prepared and forwarded to the inventor for his signature. In cases where an early result is

SCHEDULE OF FEES.

important, the latter course will be the most satisfactory, as no time will be lost in transmitting correspondence relative to the preliminary steps to be taken. In either case the first installment of fees, viz., twenty-five dollars, should be remitted before the application papers are prepared, and on receipt of this amount the necessary papers will be prepared and forwarded for the signature and execution of the inventor, who in returning the case will remit twenty-five dollars additional, which amount, together with the fees first sent, covers the first Government fee of fifteen dollars, and the attorney's fees in full of thirty-five dollars, making a total cost of fifty dollars for preparing and filing an application. When the patent is allowed, the official notice of allowance will be forwarded, and on receipt of the final Government fee of twenty dollars the patent will be forwarded to the patentee. The final government fee may be paid at any time within six months after the date of the allowance of the application. The charges specified are those fixed for all ordinary cases. In cases requiring more than one sheet of drawings to illustrate the invention, a charge of five dollars extra will be made for each additional sheet.

SCHEDULE OF FEES.

	<i>Gov't Fees.</i>	<i>Att'y's Fees.</i>	<i>Total.</i>
For a Patent	\$35	\$35	\$70
For a Caveat	10	15	25
For a Reissue	30	50	80
For Design for 3½ years	10	15	25
For Design for 7 years	15	15	30
For Design for 14 years	30	15	45
For Trade-Mark	25	15	40
For Labels	6	5	11
Copyrights	1	4	5
Appeal to the Board	10	15	25
Appeal to the Commissioner	20	30	50
Assignment—Government and Attorney's fees in full—\$5.			
Interlocutory Appeals to the Commissioner, Free.			

FOREIGN PATENTS.

Owing to the great demand in foreign countries for the improvements of American inventors, and the large remuneration often derived by American patentees from the sale of their foreign patents, the soliciting of foreign patents has rapidly increased during the past few years, and caused me to devote especial attention to this branch of work.

The law of July 8, 1870, by its unfortunate wording, was so construed that it worked great injustice to American inventors, and made it exceedingly difficult for them to obtain valid foreign patents without shortening the life of their American patents. The law which goes into effect January 1, 1898, as has been fully set forth in the article devoted to its discussion and explanation, enables American inventors to obtain foreign patents without in anywise endangering the validity of, or curtailing the life of, their American patents. On all applications filed in this country on and after January 1, 1898, the inventor may proceed at once and file applications in foreign countries, and even though the foreign patents should be the first to issue, that fact will in nowise affect the validity or the life of the subsequently granted United States patents. With but few exceptions foreign patents are granted as applied for, and without inquiry as to the novelty or originality of the invention; the validity of the patent when granted remaining for the determination of the courts. Hence the mere grant of a foreign patent raises no presumption whatever with respect to its scope, or strength, or validity, all such matters being largely dependent upon the skill, experience, and integrity of the attorney who prepares the application.

The synopsis which follows gives the prominent features in the systems of the leading foreign countries where patents can be obtained.

Canada.

A Canadian patent covers the Provinces of Ontario, Quebec, Nova Scotia, New Brunswick, British Columbia, and Manitoba. Population, 4,833,230; area, 3,456,383 square miles. Term, six

FOREIGN PATENTS.

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years, extensible to 12 and 18 years by payment of \$25 before expiration, respectively, of the sixth and twelfth years; cost, \$35. If invention has been for more than a year previously patented in any country a Canadian patent can not be granted.

Great Britain.

A British patent covers England, Ireland, Scotland, Wales, and the Channel Islands. Population, 38,104,975; area, 120,979 square miles; cost, \$125. Term, 14 years. Tax required annually after fourth year. Invention must not have been published in the realm prior to the date of the application. If desired, instead of taking out the final patent at the outset, a provisional patent may be taken out at a cost of \$100 in advance, and \$25 within nine months thereafter, which completes final patent. By securing provisional patent opportunity is given to introduce in the final patent any improvement that may have been made between the dates of said installment fees.

France.

Population, 38,343,192; area, 204,092 square miles. Term, 15 years; cost, \$100. Annual tax required. Patent must be worked within two years, and not afterwards ceased for two consecutive years, unless, in either case, such inaction can be justified.

Germany.

A German patent covers Prussia, Bavaria, Baden, Saxony, and Wurtemburg. Area, 208,670 square miles; population, 40,428,470. Term, 15 years; cost, \$100. Tax required yearly. Invention must not have been described in any printed publication or publicly used in Germany at the date of application. Patentee must endeavor to work the patent, and must not refuse licenses upon adequate compensation when the public interest demands the use of the invention.

Belgium.

Population, 6,262,272; area, 11,373 square miles. Term, 20 years; expires with expiration of any previous foreign patent on same.

Invention. Invention must be worked in Belgium within a year of its working in any foreign country. Working must not cease for one year, if during that time the invention is being worked in any other country, unless such inaction can be justified. Patent is void if invention is publicly known in Belgium prior to application, foreign official publications excepted. Cost, \$75. Tax to be paid annually.

Spain.

A Spanish patent covers Spain, Cuba, Porto Rico, and Philippine Islands. Population, 18,000,000; area, 200,000 square miles. Term, 20 years, reduced to 10 years if invention has for two years previously been patented or published in any country. Patent must be worked within two years. Cost, \$75. Annual taxes,

Austria.

Term, 15 years. Invention must not be publicly known in the realm at the time of application. Patent must be worked within one year, and must not afterward cease for two consecutive years. Cost, \$100. Tax required annually.

Same as in Austria.

Hungary.

Russia.

Population, 99,553,024; area, 2,095,504 square miles. Term, 15 years. Patent to be worked within five years. Cost, \$175. Annual tax required.

Italy.

Population, 30,724,897; area, 110,623 square miles. Term, 15 years. Invention must be new in Italy at filing of application, foreign official publications excepted. Must be worked within two years, and not cease for two consecutive years. Cost, \$100. Tax required annually.

Denmark.

Population, 2,185,335; area, 15,289 square miles. Invention must be new in Denmark at time of application. Patent must be worked within three years, and yearly thereafter. Annual tax required. Cost, \$100.

FOREIGN PATENTS.

Norway.

Population, 2,000,000; area, 124,445 square miles. Term, 15 years. The patented device must be placed on sale within three years. Cost, \$100.

Sweden.

Population, 4,824,150; area, 172,876 square miles. Term, 15 years. Annual tax required. Patent must be worked within three years, and each following year. Cost, \$100.

Portugal.

Population, 4,708,178; area, 34,038 square miles. Term not to exceed 15 years. Cost, \$175.

Brazil.

Population, 14,002,300, area, 3,209,878. Term, 15 years. Patent must be worked within two years. Cost, \$200.

British India.

Population, 231,172,952. Term, 14 years. Cost, \$250.

Chili.

Population, 2,915,323; area, 293,970 square miles. Term not to exceed 10 years. Cost, \$375.

Peru.

Population, 2,621,844; area, 463,747. Term, 10 years. Cost, \$350. Taxes, \$105 each year.

Argentine Republic.

Population, 4,257,000; area, 1,125,086 square miles. Patents are granted for 3, 10, or 15 years, at cost, respectively, of \$200, \$300 and \$400.

Barbadoes.

Population, 182,306; area, 5,450 square miles. Duration, 7 years, subject to extension for a second and third period of 7 years each. Cost, \$200.

British Guiana.

Population, 278,295. Duration, 14 years. Cost, \$425.

British Honduras.

Population, 31,371. Duration, 14 years. Cost, \$250. Taxes, \$60 before expiration of third year, and \$110 before expiration of seventh year.

Cape Colony (Cape of Good Hope).

Population, excluding Transvaal, 1,527,224. Duration, 14 years. Cost, \$200. Taxes, \$60 before expiration of the third year, and \$110 before expiration of seventh year.

Ceylon.

Population, 3,008,466. Duration, 14 years. Cost, \$225.

Colombia, United States of.

Population, 4,000,000. Duration, 5, 10, 15, or 20 years, at cost, respectively, of \$250, \$325, \$400, and \$450.

Fiji Islands.

Population, 122,712. Duration, 14 years. Cost, \$250.

Finland.

Population, 2,000,000. Term, from 3 to 12 years. Cost, \$350.

Guatemala.

Population, 1,510,326. Term, from 5 to 15 years. Cost, \$350. An annual tax is fixed by the Government at time of granting patent and varies from \$5 to \$50, according to the importance of the invention.

Hawaii.

Population, 89,000. Term, 10 years. Cost, \$250.

Hong Kong (China).

Duration, equal to that of a previously granted English patent. Cost, \$225.

Jamaica.

Population, 655,595. Duration, 14 years. Cost, \$250.

Leeward Islands.

Population, 127,723. Duration, 14 years. Cost, \$375. Taxes, \$60 before expiration of third year, and \$120 before expiration of seventh year.

FOREIGN PATENTS.**Luxembourg.**

Population, 211,088. Duration, 15 years. Cost, \$125. A moderate tax required yearly.

Mauritius.

Population, 372,044. Term, 14 years. Cost, \$300.

Mexico.

Population, 11,632,924. Term, 20 years. Cost \$175.

Natal.

Population, 543,913. Duration, 14 years. Cost, \$200. Taxes, \$45 before expiration of third year, and \$90 before expiration of seventh year.

Newfoundland.

Population, 202,040. Duration, 14 years. Cost, \$225.

New Zealand.

Population, 626,658. Duration, 14 years. Cost, \$150. Tax before expiration of fourth and seventh years.

Australian Commonwealth.

Population, 3,500,000. Comprises New South Wales; Queensland; South Australia; Tasmania; Victoria, and Western Australia. Duration, 14 years. Cost \$175. Tax required before expiration of seventh year.

South African Republic (Transvaal.)

Population, 459,276. Duration, 14 years. Cost, \$275. Tax before expiration of third and seventh years.

Straits Settlement.

Population, 512,342. Term, 14 years. Cost, \$250.

Switzerland.

Population, 2,986,818. Duration, 14 years. Cost, \$100.

Trinidad.

Population, 238,638. Duration, 14 years. Cost, \$225.

Turkey.

Population, 25,000,000. Duration, 5, 10, or 15 years. Cost, \$250. Tax required annually.

Uruguay.

Population, 728,447. Duration, 3, 6, or 9 years. Cost, \$400. Tax required yearly.

Japan.

Population, 45,000,000. Area, 147,685 square miles. Duration of patent, 15 years. Cost, \$250.

Cuba.

Population, 1,500,000. Duration, 17 years. Cost, \$150.

ASSIGNMENTS, GRANTS, LICENSES, Etc.

There are three classes of persons in whom the patentee can vest an interest of some kind. They are an *assignee*, a *grantee* of an exclusive sectional right, and a *licensee*.

An *assignee* is one who has transferred to him in writing the whole interest in the original patent, or an undivided part of such whole interest in every portion of the United States. And no one, unless he has such an interest transferred to him, is an assignee.

A *grantee* is one who has transferred to him in writing the *exclusive* right, under the patent, to make and use, and to grant to others to make and use, the thing patented, within and throughout some specified part or portion of the United States. Such right must be an *exclusive* sectional right, *excluding* the patentee therefrom.

A *licensee* is one who has transferred to him in writing, or orally, a less or different interest than either the interest in the whole patent, or an undivided part of such whole interest, or an exclusive sectional interest. *Potter v. Holland*, 1 Fish. 327.

FORMS.

FORMS

For Assignments, Grants, Licenses, &c.

It is often the case that in the purchase of a patent, or an interest therein, the parties to the transaction can not well delay proceedings to have the papers prepared by a patent attorney, and frequently in their attempts to draft the papers make mistakes which prove vexatious and work great injury to one of the parties. By adhering to the following forms in any such transaction, both the purchaser and seller may rest assured that their rights are protected:

No. 1.

Assignment of the Entire Interest in an Invention before the Issue of Letters Patent.

Whereas, I, Richard Doe, of Indianapolis, county of Marion, State of Indiana, have invented a certain new and useful improvement in Sulky Plows, for which I am about to make application for Letters Patent of the United States; and whereas, Thomas Jones, of Moline, county of Rock Island, State of Illinois, desirous of acquiring the entire interest in said invention and the Letters Patent to be obtained therefor:

Now, therefore; to all whom it may concern, be it known, that and in consideration of the sum of one thousand dollars to be paid, the receipt of which is hereby acknowledged, I, the said Richard Doe, have sold, assigned, and transferred, and by these presents do sell, assign, and transfer, unto the said Thomas Jones, the full and exclusive right to the said invention, fully set forth and described in the specification prepared and executed by me preparatory to obtaining Letters Patent of the United States therefor; and I do hereby authorize and request Commissioner of Patents to issue the said Letters Patent to said Thomas Jones as the assignee of my entire right, title, and interest in and to the same, for the sole use and behoof of said Thomas Jones and his legal representatives.

In testimony whereof, I have hereunto set my hand and affixed my seal this 22d day of December, A. D. 1884.

RICHARD DOE. [SEAL.]

In presence of—

JOHN SMITH.

THOMAS PERKINS.

No. 2.

Assignment of the Entire Interest in Letters Patent.

Whereas, I, Amos Burton, of Rockford, county of Winnebago, State of Illinois, did obtain Letters Patent of the United States for an Improvement in Grain Binders, which Letters Patent are numbered 231,861, and bear date November 6th, 1883; and whereas, I am now the sole owner of said patent, and of all rights under the same; and whereas, Charles French, of Chicago, county of Cook, State of Illinois, is desirous of acquiring the entire interest in the same:

Now, therefore, to all whom it may concern, be it known, that for and in consideration of the sum of five thousand dollars to me in hand paid, the receipt of which is hereby acknowledged, I, the said Amos Burton, have sold, assigned, and transferred, and by these presents do sell, assign, and transfer unto the said Charles French the whole right, title, and interest in and to the said Improvement in Grain Binders, and in and to the Letters Patent therefor aforesaid; the same to be held and enjoyed by the said Charles French for his own use and behoof, and for the use and behoof of his legal representatives, to the full end of the term for which said Letters Patent are or may be granted, as fully and as entirely as the same would have been held and enjoyed by me, had the assignment and sale not been made.

In testimony whereof, I have hereunto set my hand and affixed my seal, at Rockford, county of Winnebago and State of Illinois, this 14th day of December, A. D., 1884.

AMOS BURTON. [SEAL.]

In presence of—

JOHN SMITH.

THOMAS JONES.

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No. 3.

Assignment of an Undivided Interest in an Invention before Issue, or in a patent.

The form is the same as either No. 1 or 2, excepting the words "one undivided half part," or "one undivided third part," or any other fractional part, as the case may be, should be specified in lieu of the words "entire interest."

No. 4.

Grant of a Territorial Interest in a Patent.

Whereas, I, Samuel Merriman, of Milwaukee, county of Milwaukee, State of Wisconsin, did obtain Letters Patent of the United States for Improvement in Churns, which Letters Patent are numbered 172,583, and bear date the 9th day of September, 1870; and whereas, I am now the sole owner of said patent, and of all rights under the same in the below recited territory; and whereas, Lester Thompson, of Grand Rapids, county of Kent, State of Michigan, is desirous of acquiring an interest in the same:

Now, therefore, to all whom it may concern, be it known, that for and in consideration of the sum of five thousand dollars to me in hand paid, the receipt of which is hereby acknowledged, I, the said Samuel Merriman, have sold, assigned, transferred, and by these presents do sell, assign, and transfer unto the said Lester Thompson, all the right, title, and interest in and to the said invention, as secured to me by said Letters Patent, for, to, and in the State of Michigan, and for, to, or in no other place or places; the same to be held and enjoyed by the said Lester Thompson within and throughout the above-specified territory, but not elsewhere, for his own use and behoof, and for the use and behoof of his legal representatives, to the full end of the term for which said Letters Patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

SAMUEL MERRIMAN [SEAL.]

In presence of—

BENJ. HOPKINS.
TRUMAN SHORT.

FORMS.

No. 5.

License.—Shop Right.

In consideration of the sum of one hundred dollars to me in hand paid by the Excelsior Machine Company, a corporation of Ohio, located in the city of Columbus, in the State of Ohio, I do hereby license and empower said Company to make at a single factory in said Columbus, and in no other place or places, the Improvement in Clothes-wringers, for which Letters Patent of the United States, No. 187,622, dated January 15th, 1871, were granted to me, and to sell the same throughout the United States to the full end of the term of the patent.

Signed at Alliance, county of Stark and State of Ohio, this 28th day of December, A. D., 1884.

FRANKLIN MAYO.

No. 6.

License (not exclusive) with Royalty.

This agreement, made this 23d day of November, 1884, between Albert Fraser, of Janesville, in the county of Rock and State of Wisconsin, party of the first part, and the Farm and Machine Company, of St. Louis, in the county of St. Louis and State of Missouri, party of the second part, witnesseth, that whereas, Letters Patent of the United States, No. 287,530, for an Improvement in Harrows, were granted to the party of the first part, dated February 16th, 1881; and whereas, the party of the second part is desirous of manufacturing harrows containing said patented improvement; now, therefore, the parties have agreed as follows:

I. The party of the first part licenses and empowers the party of the second part to manufacture, subject to the conditions hereinafter named, at their factory in St. Louis, and in no other place or places, to the end of the term for which said Letters Patent were granted, harrows containing the patented improvements, and to sell the same within the United States.

FORMS.

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II. The party of the second part agrees to make full and true returns to the party of the first part, under oath, upon the first days of July and January in each year, of all harrows containing the patented improvements manufactured by them.

III. The party of the second part agrees to pay to the party of the first part five dollars as a license-fee upon every harrow manufactured by said party of the second part containing the patented improvements: provided, that if said fee be paid upon the days provided herein for semi-annual returns, or within ten days thereafter, a discount of fifty per cent. shall be made from said fee for prompt payment.

IV. Upon a failure of the party of the second part to make returns, or to make payment of license-fees, as herein provided, for thirty days after the days herein named, the party of the first part may terminate this license by serving a written notice upon the party of the second part; but the party of the second part shall not thereby be discharged from any liability to the party of the first part for any license-fees due at the time of the service of said notice.

In witness whereof, the parties above named have hereunto set their hands the day and year first above written, at Janesville, in the county of Rock and State of Wisconsin.

ALBERT FRASER.

FARM AND MACHINE COMPANY.

No. 7.

License (exclusive) with Contract for Royalty.

This agreement, made this 20th day of December, 1881, between Daniel E. Speare, of Harrisburg, Pennsylvania, party of the first part, and the Pittsburg Malleable Iron Works, a corporate body under the laws of said State, located and doing business at Pittsburgh, in said State, party of the second part, witnesseth:

That whereas, Letters Patent of the United States, No. 280,726, were, on the 28th day of March, 1881, granted to said

party of the first part, for an improvement in Wagon-Jacks, which said patented article said party of the second part is desirous to make and sell: now, therefore, the parties have agreed as follows:

I. The party of the first part gives to the party of the second part the exclusive right to manufacture and sell said patented improvements, to the end of the term of said patent, subject to the conditions hereinatter named.

II. The party of the second part agrees to make full and true returns, on the first days of January, April, July, and October, in each year, of all of said patented Wagon-Jacks made by them in the three calendar months last past; and if said party of the first part shall not be satisfied, in any respect, with any such return, then shall he have the right, either by himself or by his attorney, to examine any and all the books of account of said party of the second part containing any items, charges memoranda, or information relating to the manufacture or sale of said patented Wagon-Jacks; and upon request made, said party of the second part shall produce all such books for said examination.

III. The party of the second part agrees to pay the party of the first part the first twenty cents as a license-fee upon every one of said patented Wagon-Jacks made by them, the whole of said license-fee for each quarterly term of three months, as hereinbefore specified, to be due and payable within fifteen days after the regular return day for that quarter. And said party of the second part agrees to pay to the party of the first part at least two hundred dollars, as said license-fee, upon each of said quarterly terms, even though they should not make enough of said patented Wagon-Jacks to amount to that sum at the regular royalty of twenty cents a piece.

IV. Said licensee shall cast or otherwise permanently place upon every such Wagon-Jack made under this license the word "Speare," and in close relation thereto the word "Patented," and the number and date of said patent.

V. Said licensee shall not, during the life of this license, make or sell any article which can compete in the market with said Wagon-Jack.

VI. Upon the failure of said licensee to keep each and all of the conditions of this license, said licensor may, at his option, terminate this license, and such termination shall not release said licensee from any liability due at such time to said licensor.

In witness whereof, the above-named parties (the said Pittsburgh Malleable Iron Works, by its president) have hereunto set their hands the day and year first above written.

DANIEL F. SPEARE.

PITTSBURGH MALLEABLE IRON WORKS

By JOHN HANCOCK. *President.*

LETTERS OF REFERENCE.

Letters of Reference.

BRUSH ELECTRIC COMPANY,

CLEVELAND, OHIO, Dec. 8th, 1888.

H. A. SEYMOUR, ESQ.,
Washington, D. C.

My Dear Sir: After a good many years both of business experience and of personal acquaintance with you, it gives me great pleasure to state that your management of our patent business has been eminently satisfactory. You have promptly and efficiently acted for us in the matter of preparing and prosecuting applications for patents, and not less so in taking testimony and the conduct of interference proceedings in the Patent Office. Your uniform success in the very many interference cases which you have conducted through the Office for us is the best possible proof of your ability in this direction.

We have come to regard your opinions on questions relating to the validity or to the infringement of letters patent, and as to the state of the art in any particular branch, as being very reliable and accurate. At the commencement of the new year we heartily wish you success in your business in every respect.

Yours, very truly,

BRUSH ELECTRIC CO.,
By G. W. STOCKLY, President

OLIVER CHILLED PLOW-WORKS,

SOUTH BEND, IND., Dec. 6th, 1883.

H. A. SEYMOUR, Esq.,
Washington, D. C.

Dear Sir: The patent business you have transacted for us during the past twelve years has been very satisfactory indeed, and the manner in which it has been conducted merits our warmest approval. Your ability, thoroughness, and promptitude, added to unvarying courtesy and untiring patience, have given you a high place in our regard, and we consider ourselves most fortunate in having the benefit of your services and counsel. You have never failed to do all for us that we asked and expected, and it is our earnest hope that the pleasantest relations of the past may be continued for many years.

Sincerely yours,

OLIVER CHILLED PLOW-WORKS.

OFFICE OF J. L. SHEPPARD,
 PATENTEE SHEPPARD COTTON TIE.
 CHARLESTON, S. C., Dec. 5, 1883.

H. A. SEYMOUR,
Washington, D. C.

Dear Sir: Your favor of the 3d last received. It affords me pleasure to bear testimony to the fact that all business placed in your hands by myself has always been transacted in the most satisfactory manner. I have taken out through you probably ten patents, all of which you have carefully prepared and secured with as little delay as possible. I am often approached by my friends to name a reliable solicitor in your city, and I invariably give your address.

Yours truly,

J. L. SHEPPARD.

LETTERS OF REFERENCE.

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MORGAN ENGINEERING COMPANY.

H. A. SEYMOUR, Esq.,

Solicitor of Patents, 913 F Street, Washington, D. C.

ALLIANCE, OHIO, Dec. 8, 1888.

I desire to arrange for a personal interview with you at an early day, as I have a number of applications for patents I desire you to put through for me.

I also have a case of infringement, which I will place in your hands for investigation, and in the event that you should find my position as strong and impregnable as I believe it to be, I will request you to commence suit at once.

You have already secured thirty-five patents for me, and the work has been promptly and most efficiently attended to, and has given me entire satisfaction. I take much pleasure in recommending you to my friends who are in need of a good attorney at Washington to attend to their patent business.

With best wishes, I am, very truly, yours,

MORGAN ENGINEERING CO.,
Per T. R. MORGAN, President and Treasurer.

CORBIN CABINET LOCK COMPANY.

NEW BRITAIN, CONN., Dec. 18, 1888.

Mr. H. A. SEYMOUR,

Dear Sir: The old year is nearly to a close, and with the exception of one or two small patent claims now in your hands we are ready to start in on the new year with a clean docket.

And now I want to thank you, not only personally, but for the Corbin Cabinet Lock Company, whom I represent, for the manner in which you have conducted our patent business during the four years just closed. During the past fifteen years I have had taken out a great many patents for various inventions, through different parties, but for thorough and compre-

LETTERS OF REFERENCE.

60

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LETTERS OF REFERENCE.

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hensive work, promptness, fairness, and a thorough understanding of the features to be patented, your work has been most satisfactory. Your residence in the city of Washington, where the Patent Office is at all times open for your inspection, is a great advantage to inventors over anyone residing outside the city. Patents obtained through you show such a thorough study and understanding of the issues involved that we can cheerfully recommend you to any who may be desirous of obtaining a patent, or who may need any investigation made of existing patents; and if we can be of any assistance to you in this matter at any time you only need make your wants known to meet with a hearty response.

Yours truly,

FRANK W. MIX,
Superintendent Corbin Cabinet Lock Company.

**OFFICE OF THE BARR CASH AND PACKAGE
CARRIER COMPANY.**

MANSFIELD, OHIO.

To the Public:

We take pleasure in recommending Mr. H. A. SEYMOUR, of Washington, D. C., as we believe him to be a thoroughly competent and reliable Patent Attorney. He has secured for us, during the past three years, fifteen United States Patents. In his preparation and prosecution of our patent business, also in conducting interference proceedings, he has given entire satisfaction to this company. We recommend Mr. SEYMOUR to any one desirous of securing Letters Patent.

Yours truly,

THE BARR CASH AND PACKAGE CARRIER CO.
F. W. PIERSON.

H. M. WEAVER, President.

LETTERS OF REFERENCE.

THE GAS CONSUMERS' BENEFIT COMPANY OF THE
UNITED STATES.

NEW YORK, Dec. 5, 1888.

HENRY A. SEYMOUR, Esq.

My Dear Sir: It affords me sincere pleasure heartily to recommend to others your employment as solicitor of American and foreign patents. During several years your conduct of my cases, numbering nearly *one hundred*, has been in every degree highly satisfactory. Not only have you managed my patent business with extreme skill and fidelity, but have studied to secure the broadest patents, and not accepting anything the Examiners would give in compromise of claims which should be secured.

I do not feel that I have, in a single instance, been overcharged for service rendered, but, on the contrary, have always received from you a generous service and attention to business strictly in accord with my views of what a faithful attorney should be toward his clients. In my relation with patents I am constantly consulted by inventors, and find patent after patent provided with claims which afford no patented protection. I profess to be an exceedingly critical examiner of the validity of patents, and have had occasion frequently to employ you in this capacity. I always act promptly upon your reports, and have never regretted any decision made upon such. Much time, money, and trouble would be spared inventors and would-be patentees if thoroughly sincere and honorable attorneys were consulted. By this I mean gentlemen who conscientiously conduct every issue at hand and advise frequently against their own immediate pecuniary interest in favor of that of the client, which I have known you frequently to do. I can not say too much in expressing my regard and thorough confidence in your work, and will say frankly I would rather pay you double the fee charged by any attorney I have dealt with or know of than trust my cases to what I know to be the average patent solicitor.

Unhesitatingly, I advise any and all to place their business in your care, indorsing you as thoroughly as if my name was on

LETTERS OF REFERENCE.

the back of your obligation. I write this letter openly, as a duty I owe a faithful, painstaking, skillful agent, and give you full authority to use the whole or any part of this letter as you please.

Very sincerely yours,

WALTER M. JACKSON.

POTTERVILLE, MICH., December 15th, 1888.

H. A. SEYMOUR, Esq.,

Washington, D. C.

Dear Sir: You will be doubtless interested in knowing how I happened to select you to take charge of my patent business, and I will, for the first time, explain how it came about. Having made an important invention, for which I concluded to secure a patent, I was at a loss to determine to whom I should entrust the prosecution of the case, and therefore I visited Washington and consulted our Representative in Congress about the matter. After making the most careful inquiries, we became convinced that you would give my case that careful and skillful treatment it required in its preparation and management in the Patent Office, and I never regretted the selection I then made. You have taken out thirteen or more patents for me, most of which have been on Grain Harvesters, Binders, and Mowers, and the majority of these cases has required the exercise of more than ordinary talent and analytical power in handling them successfully. I have observed that you have the rare faculty of using the very best terms of description the case will admit of, and that your drawings, specifications, and claims have been very clear and comprehensive.

You have successfully conducted several appeals for me, and I have always found your judgment sound, and never misleading in your counsel.

Yours very truly,

ALVIN O. CARMAN.

ABSTRACT OF DECISIONS.

In patents for small articles, slight differences are often important. *Emerson vs. Howe*, 8 Fed., 327.

To be patentable, an invention need not be better than all other devices of the same class; if it is new and useful it is patentable. *Shaw vs. Caldwell Lead Co.*, 11 Fed., 711.

An administrator can apply for and receive a patent. *Woodworth vs. Sherman*, 3 Story, 171.

Ownership and interest in a patent descends to the administrator and not to the heirs, and is to be administered the same as all other personality of the deceased. *Hewitt et al. vs. Pa. Steel Co.*, 31 O. G., 1687.

An invention may be sold and assigned before an application is filed. *Rathborne et al. vs. Orr*, 5 McLean, 131.

In the absence of a specific contract to that effect, the employer is not entitled to the patented inventions of the employee. *Green vs. Willard Co.*, 1 Mo., App. 202.

When an employe develops an invention at the expense of his employer, the latter is entitled to use the invention during the life of the patent. *McClurg vs. Kingland*, 1 How, 202.

When a party takes a license in which he agrees to the validity of the patents, he is estopped from denying their validity so long as the license is in force. *Pope Mfg. Co. vs. Owslay*, 28 Fed., 100.

A common carrier may be enjoined from transporting infringing articles for infringers. *Am. Cotton Tie Co. vs. McGready*, 17 Blatch, 291.

Neither the Government nor an agent of the Government can use a patented improvement without the license of the patentee. *Colgate vs. International Tel. Co.*, 17 Blatch, 318.

He who makes part of a patented combination with the intent to have the other parts supplied by other parties, is an infringer. *Schneider vs. Pountney*, 21 Fed. Rep., 399.

Joint owners of a patent are not partners; each has the right to license others, to make, use, and sell the invention without accounting to the other. *De Witt vs. Nobles Mfg. Co.*, 5 How, 301; *Vose vs. Singer*, 4 Allen, 236.

State Courts have jurisdiction of actions for recovery of damages for fraudulent representations in the sale of patent rights. *Hunt vs. Howen*, 24 Iowa, 231.

The fact that a patented improvement is of but little value will not avoid a promissory note given for an interest in the patent. *Myers vs. Turner*, 17 Ill., 179.

If a patent is invalid, a promise to pay money for an interest therein is without consideration and void. *Jenkins vs. Abbott*, 540 N. H., 447.

A patent right cannot be by law levied upon or sold under execution. *Campbell vs. James*, 18 Blatch, 92.

A patent right may be ordered by a Court of Equity to be sold and the proceeds applied to the payment of a judgment debt of the patentee. *Ager vs. Murray*, 105 U. S., 126.

A grant of a patent for medicine does not give the patentee a right to sell the patented article in opposition to State laws. *Jordan vs. Overseers*, 4 Hammond, 295.

An invention exists by virtue of the laws of Congress, and no State has a right to interfere with its enjoyment or to annex conditions to the grant. *Robinson ex parte*, 2 Bissell, 309.

When a party owns a patent, believes that it is infringed, brings suit for the infringement, and issues circulars warning all dealers that if the suit is won, the dealers will be held liable, such party is not to be enjoined from issuing such warnings. *Chase vs. Tuttle*, 27 Ind., 110.

LIST OF CLIENTS.

List of Clients.

The following List comprises some of my Clients:

- Brush Electric Co., Cleveland, Ohio.**
Jandus Electric Co., Cleveland, Ohio.
The Adams-Bagnall Electric Co., Cleveland, Ohio.
The Buckeye Electric Co., Cleveland, Ohio.
The McMyler Manufacturing Co., Cleveland, Ohio.
The Goodrich Hard Rubber Co., Akron, Ohio.
Oliver Chilled Plow Works, South Bend, Ind.
E. H. Bryant, New Bedford, Mass.
P. C. Holmes & Co., Gardiner, Me.
G. W. Soule, Meridian, Miss.
Wentworth Spring and Axle Co., Gardiner, Me.
J. L. Sheppard, Charleston, S. C.
Monitor Manufacturing Co., Minneapolis, Minn.
W. H. O'Keefe, Lockport, N. Y.
D. N. Melvin, Linoleumville, N. Y.
F. Edward Snyder, Massillon, Ohio.
J. J. Crist, Wichita, Kans.
S. H. Pitkin, Akron, Ohio.

LIST OF CLIENTS

- J. B. Williamson**, Louisville, Ky.
A. Speer & Sons, Pittsburgh, Pa.
G. S. Black, Pasadena, Cal.
James Timms, Columbus, Ohio.
A. C. Barler, Chicago, Ill.
Ledoux & O'Brien, Richmond, Va.
Sprout, Waldron, & Co., Muncy, Pa.
The Witt Cornice Co., Cincinnati, Ohio.
F. F. Kanne, Waterville, Minn.
E. G. Ofeldt, Jersey City, N. J.
Union Hardware Co., Torrington, Conn.
G. H. Howell, Sioux, Ia.
Bernard & Frank, New York City, N. Y.
V. E. Minich, Chillicothe, Ohio.
W. A. Graham, Carlisle, Pa.
Adrian, Platt, & Co., Poughkeepsie, N. Y.
W. S. Austin, Standish, Mich.
J. R. Bridges, Findlay, Ohio.
W. T. Davis, Battle Creek, Mich.
J. D. Swindell, Pittsburgh, Pa.
G. H. Van Winkle, Rochester, N. Y.
Webster, Camp, & Lane Machine Co., Akron,, Ohio.
Miller & Van Winkle, Brooklyn, N. Y.
Milton Wenger, New Holland, Pa.
Soule Steam Feed Works, Meridian, Miss.
J. M. Bolz, Aurora, N. Y.
H. Elche, Lincoln, Nebr.
H. E. Miller, Petersburg, Ohio.

LIST OF CLIENTS.

- Remington & Sherman Co., Phila., Pa.**
R. J. Edwards, Galena, Ill.
Dr. W. W. Stewart, Columbus, Ga.
W. S. Rockwell & Co., New York City, N. Y.
S. L. Otis, Amsterdam, N. Y.
J. H. Johnson, D. D. S., Waukon, Ia.
B. S. Randolph, Frostburg, Md.
Conradt Art Metal Co. (Limited) Phil., Pa.
George Allen, Franklin, Pa.
George B. Bassett, Buffalo, N. Y.
W. Gregg Chisholm, Charleston, S. C.
Hon. J. H. Walker, Worcester, Mass.
R. M. Pancoast, Camden, N. J.
The Buckeye Malleable Iron and Coupler Co., Columbus, Ohio
Menasha Wooden Ware Co., Menasha, Wis.
Ernest Huenefeld, Cincinnati, Ohio.
B. & L. Syndicate, New York City, N. Y.
George Washington, New York City, and Brussels, Belgium.
Rev. Hans G. Johnson, Waukon, Ia.
Merrett Burt, Jacksonville, Fla.
J. L. Barker, Racine, Wis.
C. D. Sanderson, Throop, Pa.
S. J. and N. O. Simmons, Boston, Mass.
St. Louis Wooden Ware Co., St. Louis, Mo.
P. Little, Northumberland, Pa.
J. Hengen, North Amherst, Ohio.
P. Rahm, New Orleans, La.
W. H. Moore, Boston, Mass.

LIST OF CLIENTS.

- D. P. Pewthers, Portsmouth, Ohio.
W. A. Connelly, Portsmouth, Ohio.
Clay Faulkner, McMinnville, Tenn.
Van Brunt & Wilkins Manufacturing Co., Horicon, Wis.
Defiance Machine Co., Defiance, Ohio.
Walter M. Jackson, Stamford, Conn.
H. M. Weaver, Mansfield, Ohio.
J. M. Curtiss, Kansas City, Mo.
The Barr Cash and Package Carrier Co., Mansfield, Ohio.
C. W. Taylor, Janesville, Wis.
C. C. King, Pittston, Pa.
Charles Anderson, South Bend, Ind.
L. H. Clark, Fond du Lac, Wis.
H. N. Hopkins, Taunton, Mass.
Canfield Rubber Co., New York City, N. Y.
Chantrell Tool Co., Reading, Pa.
Frederick Stitzel, Louisville, Ky.
George S. Walker, Elkland, Pa.
Kingan & Co. (Limited), Indianapolis, Ind.
B. D. Taber, Wilson, N. Y.
Reading Bolt and Nut Works, Reading, Pa.
J. H. Huntress, Janesville, Wis.
W. B. Chisholm, Charleston, S. C.
Terry Manufacturing Co., Horseheads, N. Y.
H. W. Clark, Oshkosh, Wis.
S. D. King, Pittston, Pa.
E. V. R. Gardner, Westtown, N. Y.
South Bend Iron Works, South Bend, Ind.
A. G. Wilki
Morgan Eng
J. F. Malline
R. N. Hubba
Rowley & H
Samuel Hug
Captain Will
Frank Whee
P. G. Gardne
Janesville Te
Edward Hul
The New Pro
C. M. Ryder,
Fralm & Net
H. F. Miller
C. C. Jerome
The Decco Ca
Janesville M
Swan Incand
H. A. Keller
A. F. Migeon
Franklin Fa
J. E. Brown
Harris Suspe
Charleston I
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C. R. Harris
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is, Meadville, Pa.
Engineering Works, Alliance, Ohio.
Skrodt, Boulder, Colo.
rd, Ashtabula, Ohio.
erformance Co., Williamsport, Pa.
ches, Charleston, S. C.
lam B. Gordon, U. S. A.
ler, Meriden, Conn.
r, North Adams, Mass.
pol Company, Janesville, Ohio.
per, Marion, Ohio.
cess Nail Co., Torrington, Conn.
Chester, Pa.
r, Newport, R. I.
& Son, Baltimore, Md.
, Chicago, Ill.
, Newport, R. I.
Machine Co., Janesville, Wis.
luminous Electric Light Co., New York, N. Y.
Butte City, Montana.
, Torrington, Conn.
rrel, Ansonia, Conn.
Mansfield, Ohio.
ender Co., New York City, N. Y.
ron Works, Charleston, S. C.
re, & Co., Richmond, Va.
Williamsport, Pa.
Co., Jersey City, N. J.

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Wm. Knabe & Co., Baltimore, Md.
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Huebel & Manger, Brooklyn, N. Y.
Willie Graham, Meridian, Miss.
W. H. Jones, Liberty, Indiana.
The Eagle Bicycle Manufacturing Co., Torrington, Conn.
T. E. Keyes, Lockport, N. Y.
H. D. Taggart, Akron, Ohio.
W. H. Curtiss, Eminence, Ky.
A. M. Burnham, Gardiner, Me.
Thomas W. Bryant, Torrington, Conn.
W. W. Miner, New Haven, Conn.
W. F. Barnes, Orlando, Fla.
Elwood Manufacturing Co., Amesburg, Mass.
T. E. Nutting, Florence, Mass.
J. W. Lacey, Kingston, N. Y.
Prof. Sidney H. Short, Cleveland, Ohio.
E. G. Benners, Elizabeth, N. J.
W. B. Baldwin, New York City, N. Y.
J. Wesley Allison, New York City, N. Y.
Richard W. Uhlig, New York City, N. Y.
Hon. John C. McGuire, New York City, N. Y.
George Washington Lighting Company, N. Y.
Prof. Naef, New York City, N. Y.
A. D. Smith, Philadelphia, Pa.
B. B. Inman, Duluth, Minn.
J. M. Overshiner, Elwood, Indiana.

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American Furnace and Machine Co., Pittsburgh, Pa.
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M. B. Barkley, Charleston, S. C.
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J. F. Bush, Waterville, Me.
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P. Centemeri & Co., N. Y.
James P. Chaplin, New Martinsville, W. Va.
L. H. Colburn, Franklin, Pa.
H. P. Colby, Grand Rapids, Mich.
L. C. Denison, Anaconda, Mont.
L. W. Edler, Williamsport, Pa.
Charles J. Ericson, Salt Lake City, Utah.
E. H. Griffith, Los Angeles, California.
F. H. Gibson, Bridgeton, N. J.
Kenyon V. Painter, Cleveland, Ohio.
Jacob Happel, Louisville, Ky.
W. J. Holland, Era, Texas.
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Edward K. Judd, Wallingsford, Conn.
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W. K. Liggett, Columbus, Ohio.
S. D. Lamos, Long Lake, N. Y.
H. E. Laupke, Hartland, Me.
J. D. McKinnon, Portland, Oregon.
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W. B. Preston, Chicago, Illinois.
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A. R. Rogers, Jonesport, Maine.
George Rupley, Duluth, Michigan.
B. Rosenberg & Son, New Orleans, La.
Nicholas L. Rigby, Los Angeles, Cala.
Standard Manufacturing Co., Atlanta, Ga.
N. W. Smiley, Clarksville, Texas.
J. D. Swindell, Pittsburgh, Pa.
Mrs. E. T. Stimson, Los Angeles, Cala.
L. T. Slye, Upper Sandusky, Ohio.
L. W. Snowden, San Antonio, Texas.
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Thomas L. Woodruff, Philadelphia, Pa.
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C. F. Wilkins, Hutchinson, Kansas.
Louis Welker, Williamsport, Pa.
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George Mitchell, Los Angeles, Cal.
Col. W. H. Morgan, Alliance, Ohio.
The Yale & Towne Mnfg. Co., Stamford, Conn.
N. S. Brown, Wichita, Kansas.
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John R. Carter, Augusta, Ky.
Clarence L. Taylor, Alliance, Ohio.
D. W. Custer, Parkersburg, W. Va.

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The Charleston Metallic Packing Co., Charleston, S. C.
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William Freeman, New York.
Charles H. Amann, Cincinnati, Ohio.
Prof. Robert K. Duncan, Washington, Pa.
Charles W. Needham, President The Columbian University,
Washington, D. C.
The Ohio Pump and Brass Co., Columbus, Ohio.
Russell & Siegel, Williamsport, Pa.